North Central Regional Transit District (NCRTD)

Resolution 2013-19

ADOPTION OF A RESOLUTION AMENDING RULE 3 "CLASSIFICAITON AND COMPENSATION' OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT PERSONNEL RULES AND REGULATIONS ADOPTED IN DECEMBER 14, 2007

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, personnel rules and regulations may be established to serve as guidelines to be followed in the administration of the District's personnel system to ensure uniform understanding and application of human resource polices; and

WHEREAS, the NCRTD Board adopted by voice vote at the December 14, 2007 meeting the NCRTD's initial Personnel Rules and Regulations and has made subsequent modifications of said document; and

WHEREAS, the NCRTD Board desires to amend Rule 3 "Classification and Compensation" of the North Central Regional Transit District Personnel Rules and Regulations for the purpose of alignment with its compensation philosophy and to ensure that the District's practices are contemporary in nature.

NOW THEREFORE BE IT RESOLVED THAT THE ATTACHED PERSONNEL RULES AND REGULATIONS ARE APPROVED AND ADOPTED AS ATTACHED HERETO AS EXHIBIT "A" ON THIS 2ND DAY OF AUGUST 2013.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel

RULE 3 – CLASSIFICATION AND COMPENSATION

3.1 Authority.

Compensation and Classification may be the subjects of separate District policies which may be changed from time to time independent of these Rules and Regulations.

3.2 Preparation of Classification System.

The Executive Director or designee shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into classifications on the basis of essential duties, responsibilities, and minimum qualifications required. ~~Compensation and Classification may be the subjects of a separate District policy which may be changed from time to time independent of these Rules and Regulations.~~

3.3 Content of Classification System.

A. The Classification System shall include the descriptions for the various classifications, which may be subdivided or grouped as deemed appropriate.

B. Written descriptions for each classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the classification;
2. Examples of typical essential tasks performed, responsibilities, and working conditions;
3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an employee should possess; and
4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of an individual position, a classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a classification is revised, the title of classification and in some cases the salary range assignment may be affected. The salary of the individual employee in the revised classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every position in the District shall be allocated to a salary range; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the classification descriptions, shall be allocated to that same salary range.

B. The title of a classification shall become the title of such position and shall be used on all official records and correspondence relating to the position.

C. Department Management may recommend the allocation or reclassification of positions to one of the classifications in the Classification System or a new classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended reclassification of a position to a different classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a position is improperly allocated, the Executive Director shall reallocate it to its proper classification.

F. When a new position is contemplated, the position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a position until the position has been allocated to a classification and approved by the Executive Director.

3.6 ~~3.6~~ Compensation Policy.

Compensation for District employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

It is the policy of the District that the comprehensive Compensation Plan, ~~(Pay Schedule),~~ for all classifications of the District is subject to and limited to availability of funding as may be determined by the Board. The Board shall be the final arbiter of available funds.

3.7 General Wage/Salary Adjustments.

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute the formal Compensation Plan~~pay schedule~~. On all occasions any change in compensation ~~the amount of the rate changes~~ will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director's approval, will make final determination of any changes to the salary scale. Where general, across-the-board adjustments are approved, the change will be effective on a date determined and approved by the Board of Directors. General adjustments are separate and distinct from performance recognition increases. General adjustments may affect the Compensation Plan ~~pay scale~~ only, thus shifting the pay of all employees in relation to the midpoint without changing individual compensation.

3.7 Cost-of-Living vs. Market.

Adjustments to the Compensation Plan ~~salary schedule~~ may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). This may be done once per year and the District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. All employees, regardless of employment status, except those being red circled (frozen for having reached the top of their salary scale), shall receive the benefits of such general COL adjustments to the pay plan unless such employees are represented by a ~~U~~union and such adjustments if any are governed by a ~~C~~collective ~~B~~bargaining ~~A~~agreement.

In determining the total compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base salary plus all employer cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.8 Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation Plan for all classifications in the District shall be prepared under the direction of the Executive ~~Director.~~Director. The Compensation Plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District employees, and the District's financial condition and ability to pay.

3.~~9~~8 Adoption of the Compensation Plan.

The Compensation Plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.~~10~~9 Revision to the Compensation Plan.

The Compensation Plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.~~11~~10 Administration of the Compensation Plan.

The approved Compensation Plan shall constitute the official schedule of salaries for all classifications in the District to which such Compensation Plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no salaries shall be approved unless they conform to the approved Compensation Plan.

No employee in the District shall be paid a salary less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation Plan unless otherwise provided for in the Rules or approved by the Executive Director.

The entrance rate payable to any employee upon appointment to a position in the District shall be the minimum rate in any applicable salary range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

Progression within the salary range shall be based upon performance and shall require the approval of the Executive Director. ~~In approving recommendations for pay progression, the Executive Director~~ Supervisors and the Executive director shall consider an employee's compliance with District policies and procedures, performance, ~~level of~~ competence and job knowledge when evaluating any increase in pay of an employee.

3.12 Salary Adjustments and Promotion.

~~A. When a promotion occurs, the appropriate pay rate upon promotion is determined in accordance with the classification level of the new classification.~~

A. Promotions within ~~the same~~ a classification ~~level~~ will result in a ~~base~~ pay rate increase to, ~~either~~ ~~the~~either the minimum pay ~~step~~ of the appropriate ~~new~~ pay range, or ~~up to~~ a 5% increase if the employee's current pay rate exceeds the minimum of the new range ~~classification~~. The maximum pay for the range shall not be exceeded~~; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range~~.

~~B.~~ Promotions from a~~ny~~ lower level classification to any higher level classification will result in a ~~base~~ pay rate increase to the minimum pay ~~step~~ of the new range, or up to a 10% increase if the employee's current pay rate exceeds the minimum of the ~~new range~~new range~~classification~~. The maximum pay for the range shall not be exceeded~~; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range~~.

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C. A higher or lower ~~base~~ pay rate may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

~~A.~~ The salary of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions.

D.

~~B.~~ The salary of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

E.

~~C. Market adjustments may be awarded upon a market adjustment formula if approved by the Board.~~

~~C.~~

3.13 Salary Decreases.

A. When it becomes necessary to demote an employee for their inability or unwillingness to perform the assigned duties and essential functions of their position; that employee may also

suffer a ~~loss of~~ decrease in future pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never shall decrease pay below the ~~newly assigned salary~~ lowest pay for the assigned pay range.

B. ~~An employee may, a~~As the result of disciplinary action, reorganization or a reduction in force ~~when deemed in the best interest by his or her supervisor~~, an employee may receive a reduction from their current classification to a lower classification with no reduction in salary.

~~**D.** The salary of an employee who is demoted for disciplinary reasons shall be reduced by at least two steps in the event that the then current compensation plan provides for steps, but never below the newly assigned salary range.~~

~~**E.**~~ The salary of an employee who voluntarily takes a classification reduction will be reduced ~~by at least two steps in the event that the then current compensation plan provides for steps,~~ but never below the ~~newly assigned salary~~ lowest pay for the assigned pay range.

C.

~~**1.**~~**D.** Salaries of all employees may be decreased uniformly and equitably for budgetary reasons or in the context of a reduction in force upon the recommendation of the Executive Director and approval of the Board.

~~**2.**~~**1.** Affected employees shall be given at least twenty-eight (28) days' notice.

~~**3.**~~**2.** In no case shall a salary be reduced below the minimum rate in the salary range.

~~**4.**~~**3.** Salary decreases may be made to classes of employees, when deemed necessary, in the following order:

~~1.~~a) Emergency.

~~2.~~b) Temporary.

~~3.~~c) Limited Term.

~~4.~~d) Probationary.

~~5. Limited Term.~~

~~6.~~e) Exempt.

~~7.~~f) Classified Regular.

~~**F.**~~**E.** ~~The salary of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions.~~

~~**G.**~~**F.** ~~The salary of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.~~

~~H.~~G. ~~Market adjustments may be awarded upon a market adjustment formula if approved by the Board.~~

3.1~~1~~4 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an employee's performance ~~as promulgated by the Board and based on the~~ but always subject to the availability of funding.

B. Exempt, classified regular, and limited term employees ~~who's~~whose performances ~~are~~ are ~~are considered to be deserving as evidenced by~~ average or above average ~~job performance~~, may be granted a performance increase. ~~based on a~~ Any formula ~~as~~ for such increases shall be approved by the Board, ~~as may be determined periodically~~ and shall be limited by ~~within~~ the limits of the salary range. Periodic performance evaluations may be performed ~~after~~ one (1) year from the date of:

i. Rehire or re-employment
ii. Initial employment
iii. The last performance increase; or
iv. Promotion.

C. Any period of leave without pay in excess of thirty (30) days shall not be credited as continuous service toward eligibility for a performance increase.

D. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary appointment to the same classification, will be credited toward eligibility for a performance increase.

E. The Executive Director may authorize a salary increase ~~to any rate in~~ within the salary range as an incentive for the emergency retention of exempt, classified regular and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. Documented proof of outside job offer.

2. Increase, computed as a percent of the employee's salary, may be granted as a lump sum at the end of a service period, in installments over the course of service period but never to be provided in advance.

3. Before receiving an emergency retention, an employee must sign a written agreement to complete a specified period of service with the District.

~~F. When an employee's salary reaches the maximum pay rate in the range for his/her position, the employee may be eligible for a cost of living adjustment based on a performance review by the Executive Director and determined and funded by the Board.~~

~~G. The Board may, upon appropriate notification of economic changes, approve a cost of living adjustment for some or all employees.~~

~~3.12 Salary Decreases.~~

~~5.~~4. ~~Salaries of all employees may be decreased uniformly and equitably for budgetary reasons upon the recommendation of the Executive Director and approval of the Board.~~

~~6.~~5. ~~Affected employees shall be given at least twenty-eight (28) days' notice.~~

~~7.~~6. ~~In no case shall a salary be reduced below the minimum rate in the salary range.~~

~~8.~~7. ~~Salary decreases may be made to classes of employees, when deemed necessary, in the following order:~~

~~8.~~1. ~~Emergency.~~

~~9.~~2. ~~Temporary.~~

~~10.~~3. ~~Limited Term.~~

~~11.~~4. ~~Probationary.~~

~~12.~~5. ~~Limited Term.~~

~~13.~~6. ~~Exempt.~~

~~14.~~7. ~~Classified Regular.~~

~~3.13 Classification Reduction.~~

~~An employee may, as the result of reorganization or when deemed in the best interest of his or her supervisor, receive a reduction from their current classification to a lower classification with no reduction in salary.~~

3.154 Red Circle Rate.

~~This~~Red Circle Rate ~~provision~~ refers to the rate of pay for an employee whose pay ~~falls~~rises above the current maximum salary for the pay grade to which the employee is assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. However, the employee may be eligible for a performance increase based on a performance review which will be treated as a one-time award distribution and not added to the employee's base pay.

During the two-year salary freeze period, if the employee's rate of pay falls ~~back within the assigned~~ below the maximum within the pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate ~~still falls above~~ exceeds the maximum of the pay range, that employee's pay rate shall be reduced to the maximum of the assigned pay range~~cesition~~.

3.16 Overtime Compensation.

In order to meet the demands of work, employees may be required to work in excess of the hours designated in their normal work week. Overtime compensation will be paid to employee, as

indicated below, only for actual hours worked. Overtime will be held to a minimum consistent with the needs of the District and service to its constituents. Overtime is normally allowed by management only in emergency situations or when service demands present no other reasonable alternative. However, when a supervisor has determined the need for overtime to be worked, employees are expected to work a proportional share of the overtime assigned to the employee's classification or work unit. Refusal to accept an overtime assignment and/or continued refusal to participate in voluntary overtime offered to the employee's classification may result in disciplinary action. All overtime must be scheduled and/or approved by the employee's supervisor in advance, except in emergency situations where advance approval cannot be obtained.

A. Any employee, (except those determined not to be covered by the overtime provision of the FLSA), who are authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime unless the employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

B. The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;
4. Jury duty;
5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and
6. Training time.

C. The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions of B. above, an employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

1. Vacation;
2. Sick leave;
3. Military leave;
4. Funeral leave;
5. Injury leave;
6. Lunch break;
7. Comp-time hours used.

D. Travel time may or may not be work time.

1. Travel from home to work and from work to home is not work time. Time spent by an employee in travel as part of his/her normal activities, such as travel from job site to job site during the employee's regular working hours, or operation of a transit vehicle for public transit, is work time and must be recorded.

2. Travel performed outside of an employee's normal work schedule as a result of assigned duties may constitute work time. The Human Resources Office must be consulted in advance to determine whether or not such travel time is work time.

E. In some cases, compensatory time may be granted in lieu of cash payment. FLSA covered employees may accrue and use up to forty (40) hours of compensatory time annually. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the employee at the employee's then current regular rate of pay.

F. An FLSA covered employee who separates from the District shall be compensated for all accrued compensatory time.

G. Exempt employees (non-FLSA covered) who work in excess of the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted time off during normal work hours in consideration of their work efforts.

~~G.~~

3.17 ~~Termination~~ Pay Upon Sepparation from Employment.

When employees are separated from employment with the District for any ~~reason~~ reason ~~terminate~~, they shall be required to return all District property and equipment and to ~~clear~~ resolve all financial obligations involving their employment with the District. ~~prior to receiving their final paycheck.~~ Any such obligation not ~~cleared~~ resolved prior to separation may be itemized and deducted from their final paycheck as contested amounts which the District claims. ~~, consistent with IRS guidelines and/or state statute.~~ The employee's ~~F~~final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime not disputed by the District, will be issued on the next regularly scheduled pay period following termination or within 10 days of separation from employment whichever is sooner. ~~If the Executive Director receives a written request for final payment, the final payment shall be issued within 24 hours from the date terminated. The Executive Director may submit to finance/payroll the amount of termination pay to which the employee is entitled.~~ Claims for disputed amounts must be timely filed by the employee with the District following issuance of the final paycheck.

3.18 Pay Advancement.

The District will not make pay advances to employees. Furthermore, the District may not pay employer's share of any paycheck deduction in a manner that would constitute an extension of credit in violation of the New Mexico State Constitution. Employees who have expended all leave and not returned to work may be required to tender the full amount of any premium or contribution due for continued participation in employee benefits pending their return to work. Nothing herein shall be deemed to require the District to continue to employ an employee or hold open a position for an employee who has not returned to work.